

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

MILWAUKEE ELECTRIC TOOL
CORPORATION, TECHTRONIC POWER
TOOLS TECHNOLOGY LIMITED, ONE
WORLD TECHNOLOGIES, INC.,
TECHTRONIC INDUSTRIES COMPANY
LIMITED, and A&M INDUSTRIES S.A.R.L.,

Plaintiffs,

v.

Case No. 11-cv-517-wmc

AUDIOVOX CORPORATION, AUDIOVOX
ACCESSORIES CORPORATION,
TECHNUITY, INC., BATTERIES.COM, LLC,
and FINE DRAGON TECHNOLOGY
LIMITED,

Defendants.

CONSENT JUDGMENT, PERMANENT INJUNCTION, AND ORDER

This matter, having come before the Court for consideration upon the Complaint of Plaintiffs, Milwaukee Electric Tool Corporation, Techtronic Power Tools Technology Limited, One World Technologies, Inc., Techtronic Industries Company Limited., and A&M Industries S.a.r.l. (collectively, "Plaintiffs") and Defendants, Audiovox Corporation, Audiovox Accessories Corporation, Batteries.com, LLC ("Batteries.com"), and Technuity, Inc. (collectively, "Audiovox Defendants") having agreed to the entry of this Consent Judgment, including injunctive relief against Batteries.com, under the terms provided herein:

IT IS ORDERED, ADJUDGED, AND DECREED:

1) Batteries.com and its respective officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with them, are permanently enjoined:

a. From manufacturing, importing, using, offering to sell and selling the BTBTMILWAUKEE28S 28-volt Li-Ion battery, the BTBTMILWAUKEE18BS 18-volt Li-Ion battery, the BTBTRYOBI18S 18-volt Li-Ion battery and the BTBTCFM192 ML 19.2 volt NiMH battery, or any other product that infringes the patents-in-suit as defined in the Complaint;

b. From manufacturing, importing, marketing, offering to sell and selling the BTBTMILWAUKEE28S 28-volt Li-Ion battery, the BTBTMILWAUKEE18BS 18-volt Li-Ion battery, the BTBTMILWAUKEE18AXL 18-volt NiMH battery, the BTBTMILWAUKEE144AXL 14.4 NiMH battery, the BTBTMILWAUKEE12AXL 12-volt NiMH battery, the BTBTRYOBI18S 18-volt Li-Ion battery, and the BTBTCFM192 ML 19.2 volt NiMH battery or any confusingly similar devices incorporating a colorable imitation of the V28, V18, MILWAUKEE NiCd, or RYOBI Li-Ion trade dress, as defined in the Complaint;

c. From using the V28 mark embodied in U.S. Trademark Registration No. 3,175,161, or any other confusingly similar mark or colorable imitation thereof, which misleads or confuses anyone as to the source, affiliation, or sponsorship of goods or services offered under such marks;

d. From using the marks embodied in U.S. Trademark Registration Nos. 917,618; 1,489,877; 2,624,843; and 3,772,266 for the

MILWAUKEE mark and MILWAUKEE Logo, or any other confusingly similar mark or colorable imitation thereof, which misleads or confuses anyone as to the source, affiliation, or sponsorship of goods or services offered under such marks;

e. From using the mark embodied in U.S. Trademark Registration No. 1,995,042 for the RYOBI mark, or any other confusingly similar mark or colorable imitation thereof, which misleads or confuses anyone as to the source, affiliation, or sponsorship of goods or services offered under such marks;

f. From using the mark embodied in U.S. Trademark Registration No. 3,298,798 for the ONE + SYSTEM mark, or any other confusingly similar mark or colorable imitation thereof, which misleads or confuses anyone as to the source, affiliation, or sponsorship of goods or services offered under such marks;

g. From using the ONE + mark, or any other confusingly similar mark or colorable imitation thereof, which misleads or confuses anyone as to the source, affiliation, or sponsorship of goods or services offered under such marks; and

h. From using the V18 mark, or any other confusingly similar mark or colorable imitation thereof, which misleads or confuses anyone as to the source, affiliation, or sponsorship of goods or services offered under such marks.

2) Batteries.com admits that each of the patents-in-suit, the V28, V18, MILWAUKEE NiCd, and RYOBI Li-Ion trade dress, and the MILWAUKEE, RYOBI, ONE + SYSTEM, and ONE + marks, as described above and defined in the Complaint, are valid. Batteries.com agrees not to contest the validity of any of the rights asserted in this action in any tribunal or administrative agency, including as

a defense or counterclaim in any future action for infringement regarding the products identified in the Complaint or colorable imitations of such products, and will not knowingly aid any other party in doing so.

3) This Consent Judgment shall not prohibit Batteries.com from using 18V, 18 Volt, 28V or 28 Volt to designate a characteristic of its products or from accurately describing its batteries as replacement batteries for Plaintiffs' power tools.

4) Batteries.com shall destroy or otherwise reasonably dispose of its inventory of the BTBTMILWAUKEE28S 28-volt Li-Ion battery, the BTBTMILWAUKEE18BS 18-volt Li-Ion battery, the BTBTMILWAUKEE18AXL 18-volt NiMH battery, the BTBTMILWAUKEE144AXL 14.4 NiMH battery, the BTBTMILWAUKEE12AXL 12-volt NiMH battery, the BTBTRYOBI18S 18-volt Li-Ion battery and the BTBTCFM192 ML 19.2 volt NiMH battery in its possession or control.

5) Batteries.com will remove from all websites within its possession, custody or control, the BTBTMILWAUKEE28S 28-volt Li-Ion battery, the BTBTMILWAUKEE18BS 18-volt Li-Ion battery, the BTBTMILWAUKEE18AXL 18-volt NiMH battery, the BTBTMILWAUKEE144AXL 14.4 NiMH battery, the BTBTMILWAUKEE12AXL 12-volt NiMH battery, the BTBTRYOBI18S 18-volt Li-Ion battery, the BTBTCFM192 ML 19.2 volt NiMH battery, and the names or marks V28, V18, MILWAUKEE, MIL, RYOBI, and ONE +.

6) Monetary damages shall be paid to Plaintiffs by Batteries.com in the amount of \$20,000 representing a disgorgement of Batteries.com's profits and/or Plaintiffs' lost profits as a result of the acts complained of in Plaintiffs' Complaint, inclusive of all prejudgment and post-judgment interest, costs and attorneys' fees. This amount does not represent full satisfaction to Plaintiffs and does not prevent Plaintiffs from pursuing other parties involved in infringing activity in connection with the products accused of infringement in the Complaint.

7) Audiovox Corporation, Audiovox Accessories Corporation, and Technuity, Inc. represent that they have never made, had made, used, sold, offered for sale, or imported the accused products identified in the Complaint and that Batteries.com, LLC operates independently as a subsidiary of Audiovox Accessories Corporation.

8) All claims against Audiovox Corporation, Audiovox Accessories Corporation, and Technuity, Inc. shall be and hereby are dismissed with prejudice, inclusive of all prejudgment and post-judgment interest, costs and attorneys' fees.

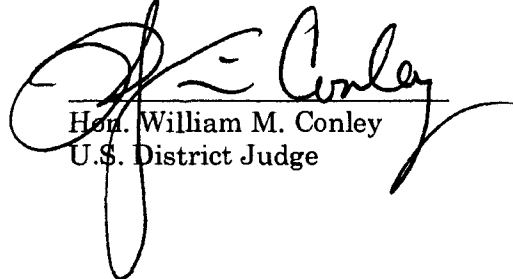
9) The Audiovox Defendants reserve all rights, defenses and counterclaims as to all goods or services except those specific products identified herein that Milwaukee might assert in the future.

10) All parties shall be responsible for their own legal fees, costs and expenses.

IT IS SO ORDERED:

DATED: 12/18/12

BY THE COURT:



Hon. William M. Conley
U.S. District Judge

Approved as to form:

Dated this 17th day of December, 2012.

s/ Richard H. Marschall

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Dated this 17th day of December, 2012.

s/ Alastair J. Warr

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Judgment entered this 18th day of December, 2012.

Peter Oppeneer
Peter A. Oppeneer, Clerk of Court